

**AMENDMENT TO AGREEMENT**  
**FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 17th day of February 2004, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and BKF (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional services to continue utilities coordination and additional support during construction; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide professional engineering services necessary to perform additional exterior tank coating testing and inspection services.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2004**.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-26", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "A-26", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A-26" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-26" shall be **\$20,000.00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **April 1, 2003**, between BKF and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to content

\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**(SCOPE OF CONSULTANT'S DUTIES AND SERVICES)**



ENGINEERS  
SURVEYORS  
PLANNERS

Exhibit A-26

January 16, 2004

BKF Job No. 20046005

Ms. Elizabeth Racca-Johnson  
City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, CA 95035

Subject: Engineering Support Services

Dear Ms. Racca-Johnson:

This is a proposal to provide engineering services, as directed, for activities associated with the Dixon Landing/I-880 Interchange Project, for activities associated with the 237/I-880 Phase C Interchange Project, and for activities associated with the Tasman/I-880 land transfers. The following tasks have been identified as necessary for this effort:

**SCOPE OF WORK** January 2004 to January 2005

**Task 1 – Dixon Landing I-880 Project**

Participate in weekly construction progress meetings and monitor for potential conflicts between the contractor and city agencies. Issue status reports of these activities.

|      |             |                  |
|------|-------------|------------------|
| Time | 1 hour/week | Total = 30 hours |
|------|-------------|------------------|

**Task 2 – 237/880 Phase C Project**

Participate in weekly construction progress meetings and monitor for potential conflicts between the contractor and city agencies. Issue status reports of these activities.

|      |             |                  |
|------|-------------|------------------|
| Time | 1 hour/week | Total = 50 hours |
|------|-------------|------------------|

**Task 3 – Tasman R/W Project**

Participate in monthly R/W problem resolution meetings with City, Caltrans, and VTA with the goal of transferring City owned parcels within the R/W to Caltrans.

|      |               |                  |
|------|---------------|------------------|
| Time | 3 hours/month | Total = 36 hours |
|------|---------------|------------------|

981 Ridder Park Drive  
Suite 100  
San Jose  
California 95131-2305  
phone 408.467.9100  
fax 408.467.9199  
www.bkf.com



ENGINEERS  
SURVEYORS  
PLANNERS

January 16, 2004  
BKF Job No. 20046005  
Ms. Elizabeth Racca-Johnson  
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#### Task 4 – City Staff Meetings

Participate in bi-weekly staff meetings in City Hall to summarize existing work items and receive direction on new issues.

Time                      1 hour/2 weeks                      Total = 25 hours

#### **PROJECT – RANGE OF MAGNITUDE**

BKF Civil Engineers is experienced in the design and construction of highway project and has background on the I-880 improvements in Milpitas. This proposal is intended to be similar to previous service contracts in this area.

Approximately 20 hours additional time is estimated for unspecified work items and included in this proposal.

#### **FEES**

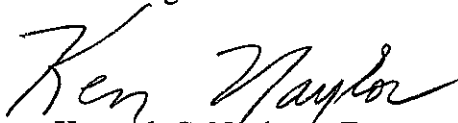
This proposal is for engineering support services for January 2004 through January 2005. Monthly invoices will be issued on the basis of actual hours incurred per the attached fee schedule.

Total Engineering Services                      \$20,000.00

A ceiling of \$20,000 will apply as the summarized total of all invoices for these activities.

We thank you for this opportunity to work for the City of Milpitas. If we can provide additional information please call on 408-467-9156.

Very truly yours,  
BKF Engineers

  
Kenneth C. Naylor, P.E.

KCN:cmh

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Attachment: Fee Schedule

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